sonal injuries sustained and illnesses suffered by the Member excluding all others:

A. *Personal Bodily Injuries*, except those named in paragraph 12 entitled "Exemptions", sustained by the Member after this Certificate of Membership has been in effect for a period of three days, except benefits will not apply to occupational injuries or diseases; provided, however, that occupational injuries or diseases may be covered at the option of the Association by the payment by the Member to the Association of such additional dues as may be stipulated by the Association to cover said occupational hazards. Provided however that the Member who
3568 shall have elected to take such additional coverage shall have paid the additional dues therefor and the Association shall have agreed that by issuance of endorsement covering the same at least three days before said injury is received and at least fifteen days before the Member is exposed to the occupational disease for which treatment is desired. Occupational injuries or diseases, for the purpose of this Certificate, shall be those injuries sustained or diseases suffered by the Member in the pursuit of his vocation or any avocation temporary or otherwise in which he engages for gain.

B. *Acute Sicknesses*, except those hereinafter enumerated in paragraph 12 entitled "Exemptions", having their origin after this Certificate of Membership has been in effect for a period of fifteen days. By the term "acute sickness" is meant those ailments that develop quickly and come speedily to a crisis, thereby running their course.

C. *Chronic Sicknesses*, except those hereinafter enumerated in paragraph 12 entitled "Exemptions", that have their origin after the effective date of this Certificate of Membership and which do not manifest themselves within the first six months that this Certificate of Membership is in continuous effect. For the purpose of this Certificate of Membership the Association will assume that a chronic sickness or physical condition, with the exception of tuberculosis and hernia, had its origin after the effective date of this Certificate of Membership if it has not been active at any time during the year immediately preceding and the six months immediately following the effective date of this Certificate of Membership. Tuberculosis will be covered under the terms hereof if the Member has not had an active tuberculosis at any time prior to and one

year immediately following the effective date of this Certificate of Membership. This provision for the coverage of tuberculosis shall not apply to any Member who is or would be eligible for treatment for tuberculosis at a U. S. Government Hospital.

D. *Complications Considered as Part of Original Cause.* Any complications or any condition arising as a result of a personal injury sustained or illness suffered for which the Member is receiving benefits under the terms of this Certificate of Membership shall be considered a part of the original illness or injury and not as a separate and distinct cause.

E. *Maternity Cases.* When husband and wife have each been under the coverage of the Association's Hospital and Medical Service for a period of two consecutive years, (as to wife, this means coverage by individual membership certificate), the benefits will be extended to maternity cases to the extent of hospital care for mother and baby up to $75.00 in any one delivery.

12. *Exemptions.* The benefits of this Certificate of Membership shall not extend to any of the following physical conditions or services:

A. Any disease, physical condition, deformity, infirmity or injury which existed at the time the Member came under the protection of this Certificate of Membership.

B. Mental disorders, insanity, menopause or disorders or illnesses induced by the menopause.

C. Self inflicted injuries or injuries and illnesses induced by attempts at suicide.

D. Physical and mental conditions resulting from the use of intoxicating liquors, narcotics or drugs.

3569 E. Venereal diseases or physical and mental conditions arising therefrom.

F. Pyorrhea, gingivitis or Vincent's Angina.

G. Injuries sustained in the commission of a felony, or while engaged in war, riots, insurrection, skiing or professional athletics.

H. Any physical and mental condition or ailment which is not under treatment and which has not been reported to

the Association during the term of the Certificate of Membership.

I. Any hernia that existed at the time this Certificate of Membership became effective or which manifests itself within six months thereafter.

J. Surgical operations on antrums, sinuses or tonsils for a period of six months after Certificate of Membership became effective.

K. Any operation for the removal of tonsils or adenoids on a Member under the age of 16 years.

L. Refraction of eyes or the furnishing of glasses or glass eyes.

M. Results of pregnancy other than delivery as provided in paragraph 11 (e) hereof.

13. *Physical Examination.* The benefits provided for herein are intended for the treatment and care of existing diseases or injuries or suspected diseases or injuries and therefore the expense of physical examinations will be borne by the Association only when such examinations are necessary in diagnosing a particular existing physical condition or ailment and the Association will not assume the cost of X-Rays and laboratory tests that are not related to the particular physical condition with which the Member is affected, nor shall the Association pay for more than one such physical examination for the same cause or condition unless the Member has first obtained the Association's consent and has furnished the Association the laboratory diagnostic findings of the first examining physician. Examinations coming within the field of specialized medical practice must be made by specialists when such are available unless otherwise authorized by the Association.

14. *General Regulations.* It shall be the duty of the Member to furnish the Association any and all necessary information to establish the Member's right to the benefits provided for herein, and one of the conditions upon which this Certificate of Membership is issued is that the Member has, and does by the acceptance of this Certificate of Membership authorize any physician, surgeon, specialist, nurse or other party from whom the Member has received services or care, either within or outside the provisions of this Certificate of Membership, to furnish to the Asso-

ciation or its duly authorized representative at any time upon the request of the Association, any and all records, or copies of records, X-Ray films or findings, and any and all other information relating to the history, diagnosis, prognosis, treatment and care of any condition for which the Member is claiming benefits under the terms of this Certificate of Membership. Failure or refusal of the Member to obtain or provide the Association with said information as the Association may require shall relieve the Association at its option, of all liability for bearing the expense of services to which the Member might otherwise be entitled.

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3570 19. *Continuous Membership.* This Membership is to be a continuous Membership so long as the Member pays the dues as provided for herein, except this Certificate of Membership will automatically expire upon the Member attaining the age of 70 years; provided, however, that either the Member or the Association may cancel this Membership and terminate the Certificate of Membership by giving the opposite party thirty days written notice.

20. *How to Obtain Services.* If the Member becomes sick or is injured within the terms of this Certificate
3571 of Membership and is in need of medical care, the Member may call the Association, BE 3193, day or night, for assistance in obtaining medical attention, or the Member should select a physician and immediately inform the physician of the benefits to which the Member is entitled, and should have the physician, or some other person on the Member's behalf, promptly notify the Association of the Member's need of medical care. If the physician is one who has not already received a copy of the Association's schedule of fees to be paid by the Association for medical services the Member or someone on the Member's behalf should request the physician to immediately apply to the Association for a copy of said schedule of fees and instructions for the necessary cooperation between the Member, the physician and the Association to assure the Member of the maximum of benefits provided for in this Certificate of Membership. *The Member, or anyone on the Member's behalf, is to feel free to call the Association at any time for further information that will help the Member obtain the best possible service under this Certificate of Membership.*

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Plaintiff's Exhibit 96

Industrial Hospital Association

(Incorporated)

No. C2F 277

Family Coverage Plan 2

CHILDREN'S CERTIFICATE

of eligibility for service

Date _____

96

Child's Name _____

Employed Parent's Name _____

Hospital dues have been paid to the Industrial Hospital Association or have been deducted from said employee's wages to be paid to said Association for month or payroll period

ending _____ 194__

This ticket is not valid unless date to which dues are paid is given.

IMPORTANT NOTICE: Member is to pay doctor for first treatment in each case. See Membership Certificate Page 7, paragraph 16.

Employer's Name _____

By _____

NOTICE TO MEMBER: The Member may select his own physicians, as provided in the Membership Certificate. The Association will pay for services on the basis of its established schedule of fees. Complete medical report and itemized statement of services must be furnished the Association. Notice should be given to the Association prior to prolonged treatment, or hospitalization or surgery.

Industrial Hospital Association

Medical Arts Building
Phone BEacon 3193—Day or Night
Portland 5, Oregon

To Dr. _____

You are hereby authorized and requested to furnish to the Industrial Hospital Association such medical information and reports as the Association may require in connection with my child's case.

_____
Parent's Signature

Coverage. The benefits provided under the Certificate of Membership shall apply only to the following personal injuries sustained and illnesses suffered by the Member excluding all others:

A. **Personal Bodily Injuries,** except those named in the paragraph entitled "Exemptions", sustained by the Member after the Certificate of Membership has been in effect for a period of three days.

B. **Acute Sicknesses,** except those hereinafter enumerated in the paragraph entitled "Exemptions", having their origin after the Certificate of Membership has been in effect for a period of fifteen days. By the term "acute sicknesses" is meant those ailments that develop quickly and come speedily to a crisis, thereby running their course.

C. **Chronic Sicknesses,** except those hereinafter enumerated in the paragraph entitled "Exemptions", that have their origin after the effective date of the Certificate of Membership and which do not manifest themselves within the first six months that the Certificate of Membership is in continuous effect. For the purpose of the Certificate of Membership the Association will assume that a chronic sickness or physical condition, with the exception of tuberculosis and hernia, had its origin after the effective date of the Certificate of Membership if it has not been active at any time during the year immediately preceding and the six months immediately following the effective date of the Certificate of Membership. Tuberculosis will be covered under the terms hereof if the Member has not had an active tuberculosis at any time prior to and one year immediately following the effective date of the Certificate of Membership. This provision for the coverage of tuberculosis shall not apply to any Member who is or would be eligible for treatment for tuberculosis at a U. S. Government Hospital.

D. **Dental Services.** Extraction of diseased teeth and X-Ray thereof and nothing more.

Exemptions. The benefits of the Certificate of Membership shall not extend to any of the following physical conditions or services:

A. Any disease, physical condition, deformity, infirmity or injury which existed at the time the Member came under the protection of the Certificate of Membership.

B. Mental disorders, insanity.

C. Self inflicted injuries or injuries and illnesses induced by attempts at suicide.

D. Physical and mental conditions resulting from the use of intoxicating liquors, narcotics or drugs.

E. Venereal diseases or physical and mental conditions arising therefrom.

F. Pyorrhea, gingivitis or Vincent's Angina.

G. Injuries sustained in the commission of a felony, or while engaged in war, riots, insurrection, skiing or professional athletics.

H. Any physical and mental condition or ailment which is not under treatment and which has not been reported to the Association during the term of the Certificate of Membership.

I. Any hernia that existed at the time the Certificate of Membership became effective or which manifests itself within six months thereafter.

J. Surgical operations on antrums, sinuses or tonsils for a period of six months after Certificate of Membership became effective.

K. Any operation for the removal of tonsils or adenoids on a Member under the age of 16 years.

L. Refraction of eyes or the furnishing of glasses or glass eyes.

M. Pregnancy.

WILL T. KIRK, General Manager.

THE IVY PRESS 79020

31

Plaintiff's Exhibit 97

3573 MEDICAL AID CONTRACT

THIS AGREEMENT, Made and entered into pursuant to the provisions of Sections 102-1724.1 and 102-1777, Oregon Code 1941, by and between the .....,
hereinafter referred to as party of the first part and INDUSTRIAL HOSPITAL ASSOCIATION, hereinafter referred to as the Contractor, WITNESSETH:

The Contractor agrees to furnish and provide all proper and necessary Medical and Surgical Services (including services by specialists); Hospital Services; Transportation; Ambulance Services; Nursing; Medicines; X-ray and Laboratory Services, etc., hereinafter referred to as Medical Service, which shall be required by all workmen employed in the ..... operations of .....,
located in ..... County, State of Oregon, and who may be entitled to same on account of personal injuries by accident arising out of and in the course of the employment occurring during the life of this contract.

As to any such workmen so injured during the life of this contract, the obligations of this contract shall continue in full force and effect as long as service is necessary whether such medical service shall be continuous or be required by reason of the claim of any such injured workman having been reopened for medical service on account of aggravation or otherwise or be required after the injured workman has been granted compensation for permanent disability or whether such medical service shall be required during or after the expiration of this contract. It is the purpose of this contract that the Contractor shall assume full responsibility for the medical service made necessary by a personal injury occurring to a workman as above stated, as long as such medical service may be required; provided, however, that the Contractor shall not be required to furnish medical service to any workman after two years from the date of the injury.

The Medical Service required by this contract is to be rendered promptly and efficiently, and in conformity with the provisions of sections 102-1724.1 and 102-1777, Oregon Code 1941, and the rules and regulations of the State Industrial Accident Commission.

It is agreed that when the condition of an injured workman covered by this contract is such that his recovery will be facilitated or hastened by placing him under the

care of a specialist for medical service, the Contractor shall provide such service by a specialist. If the Contractor shall refuse or neglect to provide the services of a specialist competent to render the medical services required and as provided under the terms of sections 102-1724.1 and 102-1777, Oregon Code 1941, complaint may be made to the State Industrial Accident Commission and if it finds the services of a specialist necessary, and said Contractor shall then refuse to provide such services by a specialist, the party of the second part may provide such service by a specialist of its own choosing and the expense of same may be charged against the Contractor.

It is further agreed that if the Contractor shall fail, refuse or neglect to promptly provide proper or necessary medical service as herein provided, the party of the first party may provide such medical service as may be proper or necessary, and charge the expense of the same to the Contractor; in which event the party of the first part shall promptly notify the Contractor. Should the Contractor fail to render such service within a reasonable time, the party of the first part may continue to provide medical service at the expense of the Contractor. The Contractor shall not be responsible for any expense in providing medical service for a workman who shall fail, neglect or refuse to properly present himself to the Contractor for same.

3574 It is further agreed that the right of an injured workman to receive medical service and the nature of such service shall be in conformity with the rules and regulations of the State Industrial Accident Commission.

IN CONSIDERATION for the services to be performed by the Contractor, the party of the first part agrees to pay the Contractor each month according to the following schedule: ..... cents per day or fraction thereof for each workman engaged in the operation of the employer herein named, known as .... cents per day or fraction thereof for each workman engaged in the operation of the employer herein named, known as .....

The party of the first part shall render statements to the Contractor at the time of each payment, showing the number of employes and the number of days for which payments are being made, and the Contractor shall have the right to inspect the payroll of the employer at all reasonable times.

If any medical service which is required to be furnished to a workman by the Contractor is furnished by the party of the first part pursuant to the terms of this contract, the cost of the same shall be charged against any moneys due the Contractor from the party of the first part.

This contract shall continue in effect for the period beginning with ....., 19...., and ending ....., 19....; provided, however, that it may be cancelled by either party hereto at any time upon giving thirty days' notice in writing to the other party.

This contract shall not be assigned or transferred, by operation of law or otherwise, without the written consent of the party of the first part.

It is further agreed that if the contractor is an individual, partnership or clinic not qualified with the Insurance Commission under the insurance laws of the State of Oregon that a performance bond in the amount of $10,000 shall be furnished the party of the first part and a copy of said bonds be filed with the State Industrial Accident Commission.

If this contract should be cancelled by the death of the Contractor, if an individual, or any other reason by either party, without provision, satisfactory to the Commission, having been made for continuing proper medical service to any workman who may be under treatment at the time of such termination, the party of the first party may in its discretion engage whatever medical service it shall deem necessary and the said Contractor, its heirs, executors or assigns, and its surety as herein required, shall be liable for the expense of providing such medical service to said workman.

Executed in duplicate this ..... day of ....., 19.....

.....

.....

Party of the first part.

INDUSTRIAL HOSPITAL ASSOCIATION

.....

Contractor

Plaintiff's Exhibit 98

3575 RIDER

The following provisions are hereby made a part of the hospital and medical agreement effective ..... between the INDUSTRIAL HOSPITAL ASSOCIATION and .....

.....

It is mutually agreed that adult dependents under age 60 years of employees covered by said contract may make application for membership under the terms of said contract, and, when such applications are accepted by the Association, said adult dependents will be entitled to all the benefits provided by the contract on the same terms and conditions as employee members for non-occupational injuries and sickness. The premium rate for such adult members shall be $3.00 per month for male members and $3.25 per month for female members, except that the rate shall be 50% higher for dependents after reaching the age of 60 years. Coverage for dependents shall automatically terminate upon the attainment of age 70 years, except that the full benefits provided for in the contract shall not be denied for any coverable condition being treated at the time such age shall be attained.

It is further agreed that children between the ages of one and eighteen years, of said employee members, may make application for membership under the terms and provisions of the Association's "Individual Membership Certificate" (a copy of which is attached hereto) and, upon said application being accepted by the Association, shall be entitled to the benefits as provided in the "Individual Membership Certificate" and not the benefits as provided in the employee's group contract. It is further mutually agreed that this coverage does not provide for routine check-ups for children nor for vaccinations or inoculations for contagious or virulent diseases, it being the intent of this coverage to provide for medical, sur-

3576 gical and hospital services for sickness and injury only.

The premium rate for children shall be as follows:

$2.50 per month for first participating child.
$1.75 per month for the second participating child.
$1.00 per month for each additional participating child.

It is further mutually agreed that, upon termination of employment of the primary group member, said group member and his spouse may make application for transfer to individual memberships in the Association, and upon such applications being approved by the Association, individual membership certificates will be issued to such applicants. If application for such transfers is received by the Association before the expiration of the period for which dues have been paid under the group coverage contract, full credit is to be given such members, who have been under coverage of the group contract for six months or longer, for all seniority rights acquired under the group contract pertaining to care and treatment of chronic conditions.

The Company agrees, upon receiving notice from the Association that an application for membership from a dependent has been accepted, to make payroll deductions from the wages of employee members to cover the amount of said membership dues for said dependent members, such remittance to be made to the Association by the 10th of the month for the current month.

Dated .....

INDUSTRIAL HOSPITAL ASSOCIATION (SEAL)

By .....
General Manager

..... (SEAL)

By .....

3577

Plaintiff's Exhibit 99

Industrial Hospital Association

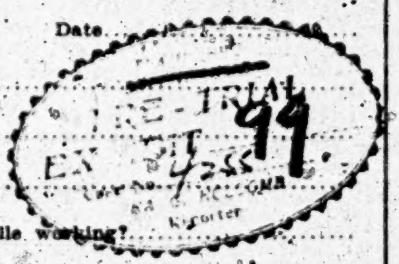
(Incorporated)

24

37

Limited Coverage

No. 2204



Date.....

Employee's name.....

Date he began work.....

Nature of work.....

Was employee injured while working?.....

Was employee injured away from work?.....

Is medical care needed for injury or sickness?.....

If injured or sick, give particulars.....

.....

Is employee quitting his job?.....

Hospital dues have been deducted from said employee's wages

for month or payroll period ending.....19....

Said hospital dues, deducted from his wages by his employer to be paid to the Industrial Hospital Association, entitles said employee to receive medical, surgical and hospital care and attention from said Industrial Hospital Association as per contract of this date between said employer and said Association.

Employer's name.....

By.....

Notice to Employees: This certificate, when properly issued, is evidence of your right to the benefits of the Limited Coverage medical service of the Industrial Hospital Association. When sick or injured present this certificate to the offices of the Association in Portland, Oregon, or to one of the doctors appointed in your district to render service to you. Get the name of the doctor or doctors from your employer. You can get the fullest benefits from this service by communicating with the Association's home office in Portland.

Medicines: Prescription Medicines are not furnished.

Industrial Hospital Association

Medical Arts Building
Phone BEacon 2193—Day or Night
Portland, Oregon

2-45 3m

Limited Coverage

Notice to Employers, Employees, Doctors and Hospitals:

This certificate, when issued as authorized, is evidence that the employee has paid hospital dues for the period stated and is entitled to hospital, medical, surgical and other benefits at the expense of the Industrial Hospital Association as provided and limited under the terms of the contract between the employer and the Association.

1. This certificate applies to the following conditions:

A. Accidental injuries, received either while at work or away from work.

B. Acute sickness, either while at work or away from work. The term "acute sickness" as used herein means such conditions as influenza, pneumonia, typhoid fever, small-pox, and other ailments of a similar nature that develop quickly and run their course, as differentiated from ailments that develop more slowly over a longer period of time and are more or less chronic in their nature.

2. This certificate does not apply to deformities, infirmities or accidental injuries which definitely existed prior to the time such afflicted employee came under the protection of this contract, or to insanity, attempt at suicide, conditions resulting from the use of intoxicating liquors, narcotics or drugs, tuberculosis, cancer, pyorrhea, venereal diseases or conditions arising therefrom, pregnancy or childbirth, diseases not common to both sexes, chronic conditions, sickness active at the time of coming under this contract, injuries from acts of violence and injuries for which a third person or persons are legally liable. Hospital, ambulance and nursing services do not apply to diseases subject to quarantine or to afflictions or diseases that become epidemic.

3. The Industrial Hospital Association has appointed certain hospitals, physicians, surgeons and specialists to render the services to which this certificate applies, and the Association will not be responsible for the expense of any services rendered by hospitals, physicians, surgeons and specialists not so authorized.

4. EMERGENCY CASES: Call our business office or our staff physicians. If one of our authorized physicians cannot be reached, then call the nearest practicing physician, licensed by the State Board of Medical Examiners, who is hereby authorized to give first aid treatment only at our expense. This does not apply to surgical operations or continued treatments, as the case must be referred to our staff physicians as soon as the emergency is taken care of.

5. All cases where the services of a specialist are indicated must be referred to the Association, which will direct the patient to such specialist as may be required.

6. The Association will not pay for daily visits or daily dressings unless the patient's condition clearly indicates the need of such frequent visits or dressings. Doctors must promptly report to the Association all cases requiring unusual dressing and care, and cases not promptly responding to treatment.

7. Cost of Physical-therapy and all classes of special service will not be assumed by the Association unless authority for rendering such service is first obtained.

8. In cases of suspected fractures qualified technicians are authorized to take X-Rays, but for medical conditions or other conditions of an obscure nature special authority for X-Rays must be obtained. All films must be sent to the Association, and only films that are diagnostic will be accepted.

9. Dental benefits are limited to the extraction of teeth to relieve toothache or where tooth is abscessed and is affecting employee's general health. Dentists must obtain special authority for extracting more than four teeth.

10. Hospitals admitting patients must immediately notify the Association, giving name of employer, doctor and patient's condition. The Association will not be responsible for hospital services where patient is ambulatory.

11. The Association will not be responsible for any benefits if this certificate has been fraudulently issued, as the authority hereby granted to hospitals, doctors and others is at all times subject to the bearer's right to benefits under the contract.

INDUSTRIAL HOSPITAL ASSOCIATION

WILL T. KIRK, General Manager **Medical Arts Building**

Plaintiff's Exhibit 100

Industrial Hospital Association

(Incorporated)

No. 6701 **Special Full Coverage** **B**

Date _____ 194

Employee's name _____

◆ Date he first paid dues _____

◆ Have dues been paid continuously since? _____

Nature of work _____

Was employee injured while working? _____

Was employee injured away from work? _____

Injured or sick, which? give particulars _____

_____

Is employee quitting his job? _____

Hospital dues have been paid to the Industrial Hospital Association or have been deducted from said employee's wages to be paid to said Association for month or payroll period

◆ ending _____ 194

This ticket is not valid unless date to which dues are paid is given.

Said hospital dues, deducted from his wages by his employer to be paid to the Industrial Hospital Association, entitles said employee to receive medical, surgical and hospital care and attention from the Industrial Hospital Association as per contract of this date between said employer and said Association.

Employer's name _____

By _____

Notice to Employees: This certificate, when properly issued, is evidence of your right to benefits according to the terms of the contract in effect between your Employer and the Industrial Hospital Association. When in need of medical services for any condition covered by the terms of said contract, present this ticket to the offices of the Association in Portland, Oregon, or to any reputable physician in your locality. The Association is endeavoring to give its Members a wide choice of physicians, and invites the cooperation of all reputable physicians in the state. If the physician you have selected does not care to accept the ticket, your proper procedure is to obtain from him an itemized statement of his services to you, with diagnosis of condition treated, and send it to the Association's home office in Portland. The Association will make refund to you on the basis of its established schedule of fees.

To avoid disappointment or misunderstanding about coverage, you should immediately send your tickets to the Association, with the name of the physician who is treating you, and information as to the nature of the condition being treated.

Medicines: Medicines are furnished only while an employee is confined as a patient in the hospital.

Industrial Hospital Association

Medical Arts Building

Phone BEacon 3193—Day or Night

Portland, Oregon

2264

3580

Notice to Employers, Employees, Doctors and Hospitals:

This certificate, when issued as authorized, is evidence that the employee has paid hospital dues for the period stated and is entitled to hospital, medical, surgical and other benefits at the expense of the Industrial Hospital Association as provided and limited under the terms of the contract between the employer and the Association.

1. This certificate applies to the following conditions:

A. Non-occupational personal injuries.

B. Acute sickness, except those named in the exemption clause.

C. Chronic conditions, except those named in the exemption clause that develop after the employee came under the coverage of said contract, will be treated. This will include hospital care and surgical operations, when needed, for such conditions as goiter, tumors, stomach ulcers, gall stones, kidney stones, hemorrhoids, and other ailments of this nature. Diseased tonsils will be removed and operations for deviated septums and acute sinus conditions will be provided after employee has been under this coverage for six months. Cancer will be treated, including treatment by radium or surgical operation. Tuberculosis will be treated. Provided, however, that employee shall not be entitled to services for any of the conditions named in this paragraph which may acutely manifest themselves during the first six months of coverage under this contract. New employees will be given credit for time of employment elsewhere under the protection of the Industrial Hospital Association's contracts which cover such conditions when such employment immediately precedes employment under the protection of this contract.

2. EXEMPTION CLAUSE: This certificate does not apply to deformities, infirmities, diseases or accidental injuries which definitely existed prior to the time such afflicted person came under the protection of this contract, or to diseases subject to workmen's compensation laws or to insanity or mental disorders, attempt at suicide, conditions resulting from the use of intoxicating liquors, narcotics or drugs, pyorrhea, venereal diseases or conditions arising therefrom, pregnancy or childbirth, menopause, sickness active at the time of coming under this contract, injuries resulting from acts of violence and injuries for which a third person or persons are legally liable. Hospital, ambulance and nursing services do not apply to diseases subject to quarantine or to afflictions or diseases that become epidemic.

3. The Industrial Hospital Association is giving its Members a wide choice of hospitals and physicians. Members may choose any reputable physician who is willing to cooperate by furnishing the Association complete information about the condition or conditions being treated and a detailed statement of services rendered. All bills will be paid promptly at the Association's schedule of fees upon receipt of information establishing the claim.

4. In all cases where hospital care, prolonged treatment or surgical operations are needed for any of the conditions referred to in paragraph "C" above, the attending physician or the Member should promptly notify the Association so the question of coverage may be cleared without delay. History, diagnosis, operative procedure and findings should be reported to the Association at once.

5. In cases where the services of a specialist are indicated, the Association will give its fullest cooperation upon being informed of the circumstances.

6. The Association will not pay for daily visits or daily dressings unless the patient's condition clearly indicates the need of such frequent visits or dressings. Doctors should promptly report to the Association all cases requiring unusual dressings and care, and cases not promptly responding to treatment.

7. Cost of Physical-therapy and all classes of special service will not be assumed by the Association unless authority for rendering such service is first obtained.

8. In cases of suspected fractures qualified technicians are authorized to take X-Rays, but for medical conditions or other conditions of an obscure nature special authority for X-Rays must be obtained. All films must be sent to the Association, and only films that are diagnostic will be accepted.

9. Dental benefits are limited to the extraction of teeth to relieve toothache or where tooth is abscessed and is affecting employee's general health, and treatment for Vincent's Angina or trench mouth. Dentists must obtain special authority for extracting more than four teeth. Extractions limited to four until after six months' coverage.

10. Hospitals admitting patients should immediately notify the Association, giving name of employer, doctor and patient's condition. The Association will not be responsible for hospital services where patient is ambulatory.

11. The Association will not be responsible for any benefits if this certificate has been fraudulently issued, as the authority hereby granted to hospitals, doctors and others is at all times subject to the bearer's right to benefits under the contract.

INDUSTRIAL HOSPITAL ASSOCIATION

Medical Arts Building

W. T. KIRK, General Manager

to treatment for pyorrhea, or fillings, crowns, bridges or artificial teeth, or unerupted impacted teeth except when acutely infected.

CLINICAL LABORATORY FINDINGS: Clinical laboratory findings will be provided by the Association as directed by the attending physician, surgeon or specialist.

PHYSICAL THERAPY: Physical therapy treatments, which include osteopathic treatments, are given when authorized by the Association.

AMBULANCE SERVICE: The Association will bear the expense of necessary ambulance service in conveying the sick or injured to the hospital.

COVERAGE: The coverage is as follows:

A. Non-occupational personal injuries.

B. Acute sicknesses. The term "acute sicknesses" as used herein means ailments that develop quickly and run their courses, as differentiated from ailments that develop more slowly over a longer period of time and are more or less chronic in their nature.

C. Chronic conditions that become acute. This will include hospital care and surgical operations for such conditions as goitre, tumor, stomach ulcers, gall stones, kidney stones, hemorrhoids and other ailments of this nature.

D. Tonsils will be removed when needed.

E. Operations on nose and sinuses will be provided.

F. Cancer will be treated, including surgical operation or treatment by radium or deep X-Ray therapy.

G. Tuberculosis will be treated, including three months' hospital or sanitarium treatment.

EXEMPTIONS: The conditions which do not come under this coverage are diseases, deformities, infirmities, or accidental injuries which definitely existed prior to the time of coming under this service; compensable occupational diseases, cases of insanity or mental disorders, attempts at suicide, conditions resulting from the use of intoxicating liquors, narcotics or drugs, pyorrhea, venereal diseases or conditions arising therefrom, pregnancy or childbirth, menopause, sickness active at the time of coming under this service. Treatment for chronic conditions, as referred to in paragraphs C, D, E, F and G, will

not be provided when the chronic conditions manifest themselves during the first six months after a person comes under the coverage of this service. Hospital, nursing or ambulance services are not furnished for diseases subject to quarantine or for afflictions or diseases that become epidemic, but doctor's services will be provided.

INDIVIDUAL COVERAGE: Employees who are under the protection of the Industrial Hospital Association at the time of leaving their employment may continue their hospital and medical coverage as individuals, if they are acceptable risks at the time of leaving their employment. Other persons, either men or women, may make application for individual coverage at any time and the Association will be pleased to issue individual memberships to all acceptable applicants. Full details for individual coverage will be given upon request.

TEMPORARY LAYOFFS: In the event that employees under the protection of the Industrial Hospital Association's group or company contracts are temporarily laid off from work for any cause whatsoever they may temporarily continue their hospital and medical protection by paying their dues individually in advance to the Association or by making other mutually satisfactory arrangements for the payment of dues.

COST OF SERVICE: The cost to the employees of this extensive coverage is $3.00 per month, per employee.

There is no conflict between this coverage and the benefits of Workmen's Compensation, or disability or life insurance.

The foregoing outline, while not a contract, will give you a general view of the coverage that you will receive from the Industrial Hospital Association. It is a broad and comprehensive coverage. It is a most valuable protection in time of need.

WILL T. KIRK, General Manager.

The Modern Way Is to Prepay

for Protection Against the Burden of Hospital and Doctor Bills

A Detailed Statement of the Services provided by the Industrial Hospital Association under its Special Full Coverage Medical Service Plan.

PLAINTIFF'S PRE-TRIAL EXHIBIT 101
Case No. IRA G. HOLCOMB

INDUSTRIAL HOSPITAL ASSOCIATION

Home Office, Medical Arts Building
PORTLAND 5, OREGON
BEacon 9198 Day or Night

3581
3583
Plaintiff's Exhibit 101
2263

FULL COVERAGE PLAN

The following services are available to you and will be paid for on the basis of its regularly established schedule of fees and as defined through the group protection plan offered by the INDUSTRIAL HOSPITAL ASSOCIATION:

1. DOCTOR SERVICES for one year for each separate sickness or injury including surgery and medical care.
2. SPECIALISTS SERVICES when needed.
3. HOSPITALIZATION for six months for each condition requiring hospitalization. (Ward service.)
4. PRIVATE ROOM in hospital for thirty days when the nature and seriousness of condition requires private room service.
5. SPECIAL NURSING SERVICE for thirty days when needed.
6. MEDICINES while confined as patient in the hospital.
7. INSULIN for treatment of diabetes.
8. X-RAYS in case of fractures or suspected fractures and in other cases when needed.
9. PHYSICAL THERAPY treatments.
10. AMBULANCE SERVICE.
11. OXYGEN in treatment of pneumonia and other conditions requiring oxygen.
12. BLOOD DONORS and BLOOD PLASMA when needed.
13. VACCINATIONS and INOCULATIONS when member has been exposed to contagious or infectious diseases.
14. RADIUM and X-RAY THERAPY and/or surgery in treatment of cancer.
15. EXTRACTION OF TEETH and x-ray of teeth.
16. ORTHOPEDIC APPLIANCES for treatment when needed.
17. SERUMS and ANTITOXINS in treatment and prevention of virulent diseases.
18. FIRST AID SUPPLIES maintained at place of employment.
19. PROTECTION for members ANYWHERE they may be. (Payment for all services to be on the basis of the INDUSTRIAL'S regularly established schedule of fees.)

Are you prepared to stand the expense of a serious illness or injury? Why do it, when co-operation makes it unnecessary?

Following is a more complete explanation of the above listed services:

LOCATION: The Association has its home offices in the Medical Arts Building, S. W. Tenth and Taylor street, Portland 5, Oregon, where it has easy access to all the modern conveniences and facilities that are to be found in such a large medical center.

EQUIPMENT: The Association has its own modern X-Ray equipment, physiotherapy department, pharmacy and other facilities for rendering complete and satisfactory service to our members.

TELEPHONE SERVICE: The Association has 24-hour telephone service, so that calls may be received at any hour of the day or night. Call BEacon 3193.

PHYSICIANS, SURGEONS AND SPECIALISTS: The Association bears the expense of

services of physicians, surgeons and specialists. These include general physicians and specialists in eye, ear, nose and throat; urology; skin diseases; diagnosis and internal medicine; orthopedics; surgery; tuberculosis; treatment for cancer; colon and rectal diseases, and other specialized medical practice. Members who live outside of Portland may come to our Portland office for examination, consultation or treatment at any time they are in need of medical attention without any extra charge. In addition to the physicians cooperating with the Association in Portland, leading physicians are available to serve our members in every city or town where our service is established. Services of physicians are limited to one year for any one case.

CHOICE OF PHYSICIANS: It is the policy of the Industrial Hospital Association to give its members a choice of physicians, surgeons and specialists (including osteopathic physicians). Upon receipt of a medical report from the physician selected by the member showing the condition treated and an itemized statement of services rendered, the Association will pay for said services either directly to the physician or will reimburse the member on the basis of its regularly established schedule of fees.

When every individual pays a small sum each month, all are protected against hospital and doctor bills. It is the modern way.

EMERGENCIES: If one who is entitled to the benefits of the Association should be taken sick or receive personal injury while traveling or away from his home city, the Association will pay for the necessary medical care at the nearest place available on the basis of its regularly established schedule of fees.

HOSPITAL CARE: Members requiring hospital care may have their choice of the standardized hospitals in Portland. Outside Portland hospital care is provided by the leading hospitals in each city or district. Hospital service is to be ward service, except that in serious cases where a private room is necessary the same will be furnished for not longer than thirty days. Hospital care when needed, will be furnished for six months in any one case. If a patient prefers to have a private room, he may do so by paying to the hospital the difference between the ward rate and the private room rate. The hospital service includes general nurse, use of surgery, X-Rays, laboratory, medicines and medical and surgical attendance.

SURGICAL OPERATIONS: When a surgical operation is needed for any condition that comes under the protection of the Association, the operation is taken care of as a regular part of the service. This includes hospital care, services of competent surgeons, and special nurses, if needed.

Protect yourself against hospital and doctor bills. The most effective way is through the organized medical service of the Industrial Hospital Assn.

SPECIAL NURSES: In those cases of serious illness or injury, when the services of the general ward nurses are not adequate in the judgment of the Association, the services of day and night special nurses will be provided up to 30 days in any one case.

MEDICINES: The Association will bear the expense of furnishing necessary medicines while an employee is confined as a patient in the hospital, and when requested by the attending physician, will bear the expense of serums and antitoxins used in the treatment of existing virulent diseases such as pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies, and the prevention where the employee has been definitely exposed to a virulent disease for which a serum or antitoxin is the accepted prophylaxis, but not in the prevention or treatment of ordinary respiratory conditions or diseases that are non-malignant in character.

X-RAY SERVICE: The Association will provide X-Rays in case of fractures or suspected fractures, and in other cases, including dental X-Rays, when needed.

DENTAL SERVICES: Dental services to be provided by the Association include treatment for toothache, treatment for trench mouth, extraction of diseased teeth giving acute pain, and dental X-Rays and extraction where teeth are abscessed and affecting the member's general health. Dental services do not apply

2266

3582

Plaintiff's Exhibit 102

3584

Keep This Receipt for Your Records

Certificate No.

EFFECTIVE DATE

Dues have been received by the Industrial Hospital Association for period ending _____, 194

(1-3—1-4) Date _____ By _____

Industrial Hospital Association
(Incorporated)

(1-3—1-4) Date _____

Certificate No.

EFFECTIVE DATE

Insured Member Receiving Service _____

Dues have been received by the Industrial Hospital Association for period ending _____, 194__

In consideration of payment of dues by the Member, the Association will bear the expense of hospital, medical and other services under the terms of the Hospital and Medical Membership Certificate to which the payment of dues, as herein recorded, applies.

IMPORTANT NOTICE: Member is to pay doctor for first treatment in each case. See Membership Certificate Page 7, paragraph 16.

INDUSTRIAL HOSPITAL ASSOCIATION

By _____

NOTICE TO MEMBER: The Member may select his own physicians, as provided in the Membership Certificate. The Association will pay for services on the basis of its established schedule of fees. Complete medical report and itemized statement of services must be furnished the Association. Notice should be given to the Association prior to prolonged treatment, or hospitalization or surgery.

INDUSTRIAL HOSPITAL ASSOCIATION

Medical Arts Building Portland 5, Oregon
PHONE BEACON 3191, DAY OR NIGHT

IMPORTANT: This certificate should be presented to the doctor when you obtain medical services, but before presenting same please give the following information:

If employed, give name of employer _____

Were you injured while employed? _____

Were you injured in an automobile accident? _____

If so, was some other person to blame? _____

Are you claiming damages against the other person? _____

If so, give his name and address _____

_____

_____ Member's Signature

KEEP YOUR STRIDE FREE AND EASY!

RE-TRIAL EXHIBIT 703

KEEP YOUR DUES UP TO DATE!

BENEFITS

1. Services provided for in the Membership Certificate apply to the following conditions:

A. Accidental personal injuries, except injuries received in course of employment and injuries received during first three days following date of Membership. (When members are covered for occupational injuries the words "Work injuries covered" will be stamped on face of this receipt).

B. Acute sicknesses, except those named in the exemption clause.

C. Chronic conditions that become acute. (See exemption clause for conditions not covered). This will include hospital care and surgical operations, when needed, for such conditions as goiter, tumors, stomach ulcers, gall stones, kidney stones, hemorrhoids, and other ailments of this nature. Diseased tonsils will be removed and operations on nose and sinuses will be provided for Members who have been under this coverage for six months or longer. Cancer will be treated, including surgical operations, deep X-ray therapy, or treatment by radium. Tuberculosis will be treated.

EXEMPTION CLAUSE: Conditions not covered are accidental injuries which occur during the first three days and acute sicknesses having their origin during the first 15 days following effective date of the Membership Certificate, and diseases, deformities, infirmities, or accidental injuries which definitely existed prior to the date of Membership; cases of insanity or mental disorders, attempts at suicide, conditions resulting from the use of intoxicating liquors, narcotics or drugs, pyorrhea, gingivitis or Vincent's Angina, venereal diseases or conditions arising therefrom, or pregnancy except as provided in paragraph 5 below, or menopause, or injuries received in the commission of a felony or while engaged in war, riots, insurrection, professional athletics or skiing. The Association will not pay for treatment for chronic conditions, as referred to in paragraph C, when the chronic conditions manifest themselves during the first six months after date of membership; and will not pay for treatment of tuberculosis when such disease manifests itself during the first year after date of membership. Hospital, nursing or ambulance services are not furnished for diseases subject to quarantine or for afflictions or diseases that become epidemic, but doctor's services will be provided.

2. In all cases where hospital care or surgical operations are needed for conditions named in paragraph "C" herein the patient or attending physician should first notify the Association and obtain authority, so there will be no question about coverage. History, diagnosis, operative procedure and findings must be reported to the Association at once. In emergencies surgeons may proceed with operations subject to establishment of Member's right to benefits.

3. EMERGENCY CASES: In emergency cases the Member should obtain the services of the nearest available doctor and send to the Association complete details. Upon receipt of a medical report and itemized statement from the doctor the Association will pay for such services at its regular schedule of fees.

4. MEDICINES: The Association will bear the expense of furnishing necessary medicines, while a Member is confined as a patient in the hospital, and when requested by the authorized physician will bear the expenses of serums and antitoxins used in the treatment of existing virulent diseases such as pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies, and the prevention where the Member has been definitely exposed to a virulent disease for which a serum or antitoxin is the accepted prophylaxis, but not in the prevention or treatment of ordinary respiratory conditions or diseases that are non-malignant in character.

5. MATERNITY CASES: When husband and wife have each been under the coverage of the Industrial Hospital Association's Hospital and Medical Service for a period of two consecutive years (wife under individual membership), the benefits will be extended to maternity cases to the extent of hospital care for mother and baby up to $75.00 in any one case.

6. EYE REFRACTIONS: This certificate does not cover eye refractions or the furnishing of glasses.

7. The Association will not pay for daily visits or daily dressings unless the patient's condition clearly indicates the need of such frequent visits or dressings. Doctors must promptly report to the Association all cases requiring unusual dressings and care, and cases not promptly responding to treatment.

8. Cost of Physical-therapy and all classes of special service will not be assumed by the Association unless authority for rendering such service is first obtained.

9. In cases of suspected fractures qualified technicians are authorized to take X-rays, but for medical conditions or other conditions of an obscure nature special authority for X-rays must be obtained. All films must be sent to the Association, and only films that are diagnostic will be accepted.

10. Dental benefits are limited to X-Ray and extraction of diseased teeth. Unerupted impactions or congenital mal-formations are not covered. Services limited to four simple extractions during first six months of coverage.

11. Hospitals admitting patients must immediately notify the Association, giving name of patient, doctor and patient's condition. The Association will not pay for hospital services where patient is ambulatory.

12. The Association's agreement to pay for services of any kind is at all times subject to the Member's right to benefits under the Membership contract.

INDUSTRIAL HOSPITAL ASSOCIATION
Medical Arts Building, Portland 5, Oregon WILL T. KIRK, General Manager

Plaintiff's Exhibit 103

3586

MEDICAL and SURGICAL FEES

Fees as listed in this schedule will be paid by the Industrial Hospital Association for Medical and Surgical services as provided in the Association's Group, Individual and Family Plan medical agreements.

Effective September 1, 1946

INDUSTRIAL HOSPITAL ASSOCIATION
Medical Arts Building
Tenth and Taylor Streets
Portland 5, Oregon
BEacon 3193

3587

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3588 GENERAL REGULATIONS

Members of the Industrial Hospital Association have their choice of physicians throughout the state insofar as this can reasonably be accomplished. The Association has no restricted list of physicians but accepts the cooperation of all desirable physicians who wish to participate in taking care of Association Members.

Physicians can best protect the interests of themselves and their patients who are entitled to the benefits of the services contemplated herein by observing the following regulations:

1. Promptly report to the Association any case requiring treatment for longer than one week or for a chronic condition, or which calls for special X-ray or other extensive examination or for surgery. Before the Association can assume the expense of treatments, full information

must be received and the member's coverage be established. This is why it is advisable, except in actual emergency, to obtain authorization before doing major surgery or X-Ray work.

2. All cases sent to Portland for special examination or for consultation with specialists should be referred to the Industrial Hospital Association's offices in the Medical Arts Building, Tenth and Taylor Streets, where the Association's Medical Director will send the patient to the proper examining physician or specialist. If the attending physician or patient has a preference of specialists, that information should be indicated to the Association and insofar as possible, the Association will be guided by this preference. However, the final decision must rest with the Association's Medical Director. When a patient is not referred through the offices of the Association, the Association will not guarantee the full payment of bills, but will pay for approved services at its schedule of fees. Services of specialists in all lines of specialized medical practice are available to Association members when they are properly referred. We earnestly urge the cooperation of all physicians in this regard.

3. Upon completion of a case, submit to the Association an itemized statement of services rendered, giving dates and nature of treatment and all other information necessary for the Association to have a complete understanding of the case. If treatment extends over a period of one month an itemized statement should be submitted at
3589 the end of each month. The Association will pay bills promptly as soon as information is assembled to verify claim.

4. Members are required to furnish the attending physician a hospital ticket or treatment certificate as evidence of the Member's right to the benefits of the Association's medical contract service. Physicians should check to see that the ticket is for the current month. They will also find information as to the member's coverage and other regulations on said tickets.

5. In flat fee cases, where multiple conditions are present, take the major fee plus 50% of each additional fee, except in abdominal operations where the major fee only will apply.

6. The fees listed herein will be paid by the Industrial Hospital Association, without discount, in all cases where

the services come under the coverage of the Association's medical contracts.

SECTION I

The following regulations apply to fees in this section:

Fees for calls include ordinary examinations and treatment of one or more conditions on the same date.

First call fee paid only once in any one case. (Fee for first call is not paid by the Association for persons holding Individual Membership Certificates, except when such certificates also cover occupational injuries, and then only for occupational injury cases.)

Daily treatments or dressings will be paid for only when the character or severity of the case clearly indicates the need of daily care.

Residence calls and mileage fees will not be paid where member is able to apply at the doctor's office for treatment.

Office, hospital or home call fees do not apply in cases of operations, fractures, dislocations, amputations or other cases listed herein as covered by total or "flat" fees.

Bills submitted must show diagnosis, dates and nature of services rendered.

MISCELLANEOUS FEES

Office Calls:

First call, including routine history and examination	3.00
Subsequent calls	2.50

Plaintiff's Exhibit 104

3604 FULL COVERAGE CONTRACT

THIS AGREEMENT, Made and entered into this ..... day of ....., 1947, by and between the PRUDENTIAL HOSPITAL ASSOCIATION, a corporation, having its offices in the City of Portland, Oregon, hereinafter called "Association," and ..... a ..... of ....., hereinafter called "Employer" acting for and on behalf of ..... employees,

WITNESSETH:

That the Association, for and in consideration of the payments provided for herein, promises and agrees to bear the expense for the services and care hereinafter mentioned and to the extent hereinafter defined.

(1) Association will bear the expense up to Association's schedule of fees of all necessary medical and surgical services, by physicians and surgeons selected by the employee and deemed reputable by Association, for conditions, sickness, illness or injury coming under the terms of this agreement. The intent of this provision is to give persons under the coverage of this agreement a wide choice of doctors, and at the same time be of the greatest service to them in obtaining adequate medical care. Large numbers of physicians, surgeons and specialists are fully cooperating with the Association in providing this care and when Association members apply to them for medi-
3604-A cal or surgical services they will accept the Association treatment certificates and will send their reports and bills directly to the Association at Association schedule of fees. The Association, in such instances, will make payment for services directly to the attending physician. In the event the attending physician does not accept the Association's treatment certificate and looks to the patient for the payment of his bill, the employee is to obtain from the doctor and furnish to the Association an itemized statement of services rendered, with medical report and diagnosis of condition treated, whereupon the Association will make reimbursement to the member for the expense of said services upon the basis of its established schedule of fees. In all instances both the Association and the employee shall be bound by the decision of the Association's medical director as to what services were or shall be necessary in the treatment of any case coming under the coverage of this agreement.

(2) Hospital services at one of the large general hospitals in Portland, Oregon, and other cities or towns near the place of employment when necessary and so advised by a physician or physicians designated by the Association. Such services to include ward bed, board, medicines, use of surgery, anesthetic, serums, blood transfusions, oxygen, laboratory, X-ray, medical and surgical attention.

(3) Private nurse and private room at the hospital in such serious and critical cases as the physician or physicians designated by the Association deem advisable.

3605 (4) Dental treatment as follows: The extraction of any number of teeth at any one time, dental X-rays when necessary for extraction.

(5) Basal Metabolism tests in thyroid trouble.

(6) Thorough physical examination.

(7) Electro cardiograph tests for heart trouble.

(8) Specialists in eye, ear, nose and throat.

(9) Specialists in skin diseases.

(10) Specialists for cancer and specialists in the use of radium.

(11) X-ray in all necessary cases.

(12) Oxygen in treatment of pneumonia or other conditions.

(13) Blood transfusions, including blood plasma.

(14) Removal of tonsils when necessary and advised by a physician designated by the Association.

(15) Vaccinations, inoculations, serums and anti-toxins for the treatment and prevention of pneumonia, diphtheria, typhoid fever, scarlet fever, spotted fever, smallpox, infantile paralysis, erysipelas, meningitis, tetanus, and rabies.

The expense of the services and care mentioned or described in paragraphs numbered (5), (6), (7), (8), (9), (10), (11), (12), (13), (14) and (15) will be borne by the Association only when prescribed by a physician designated by the Association.

(16) Osteopathic treatments if such treatments are prescribed by a physician or physicians designated by the Association or authorized by the Association.

(17) Ambulance service or other necessary transportation for the injured or ill employee as required from home or place of business to the hospital.

3606 (18) Chronic conditions and chronic diseases, existing at the time the employee's name is placed on the employer's payroll deduction list, which become acute after the employee has been under Association's full

coverage contract for a period of six consecutive months, will be treated. This will include treatment by physicians and surgeons designated by the Association, and hospitalization for such diseases or conditions, and also will include surgical operations and hospitalization for such chronic conditions as deviated septum, goiter, ulcers of the stomach, hernia, gall bladder and kidney stones.

(19) Apoplexy, paralysis, or conditions peculiar to the employee's sex, that occur or become active after the employee has been continuously under this contract for a period of six months, will be treated.

(20) Treatment for consumption or tuberculosis in any form shall include only such X-rays and laboratory tests necessary for diagnosis, but when an employee wishes to or has applied for admission to a State Tuberculosis Hospital, the Association will bear the expense of physician's services at his home or at the doctor's office until such time as the physician is able to place him in a State Tuberculosis Hospital. If, however, the symptoms and disease develop after six consecutive months of employment and coverage hereunder, the Association shall, in addition to the above mentioned service, bear the expense of medical service by physicians designated by the Association, for not to exceed three months, and maintenance in a sanatorium not to exceed three months for any one person; provided, however, the liability of Association for maintenance in a sanatorium in such cases shall be limited to a cost not greater than that charged by the Oregon State
3607- Tuberculosis Hospital in tuberculosis cases for patients in ward rooms for a period of three months.

(21) Association will have a doctor call at the plant at regular intervals to advise as to sanitary measures, and will do all fumigating and disinfecting as required; also, will use all prophylactic measures necessary to prevent the spread of any disease.

(22) Association will furnish a cabinet of medicines and such drugs and medicines as are in common use, such as aspirin, laxatives, gargles and cough syrups. These medicines are not intended as a cure for any disease or ailment, but are placed in the cabinets for emergency use, the main object being to keep the employees on the job and that they may have some medicine to take for slight ailments which do not require the services of a physician. Medi-

cines and drugs will be furnished only as above stated; however, when an employee is hospitalized the Association agrees to bear the expense of medicines on prescription by a physician designated by the Association during such period of hospitalization. On request by the employer the Association will furnish the first-aid equipment and supplies required of the employer by the Workmen's Compensation, Industrial Insurance, or safety laws of the state in which the operations are located and for which the Association shall render charges to the employer or its compensation insurance carrier at the customary prices for the equipment and supplies thus furnished.

It shall be the responsibility of the employer, in cooperation with the employees, to keep the cabinets, medicines, drugs, equipment and supplies in a clean and sanitary condition for the purposes for which they are intended and to order replacements of such medicines, drugs, equipment and supplies as needed.

3608 (23) Association shall not be liable to bear the expense of:

(a) Medical and surgical treatment as hereinbefore described for any period in excess of one year for any one condition, sickness, illness or injury. This period of time shall be computed from the date when the employee first received care or service under this contract for such condition, sickness, illness or injury.

(b) Hospital service as hereinbefore described for any period in excess of six months; provided, however, in cases of cardio vascular disease, apoplexy, paralysis, partial paralysis, genito urinary diseases and cancer, the Association shall not be liable to bear the hospital expense for any period in excess of three months; provided further that Association shall not be required to bear the expense of hospital services beyond the period within which the Association is bound to bear the expense of medical and surgical treatment as set forth in paragraph (23) (a) hereof.

(c) Private nurse and private room as hereinbefore described, for any period in excess of thirty days.

(d) Glass eyes, artificial limbs, false teeth, bridges, permanent braces, etc.

(24) The benefits herein provided do not apply to pregnancy or childbirth or results therefrom; menopause or conditions induced by the menopause; insanity or mental

disorders or neuropsychiatric conditions; fits or epilepsy; venereal diseases or conditions arising therefrom; injuries resulting in whole or in part from the use by the employee of intoxicating liquors, narcotics or drugs; conditions resulting from the use of intoxicating liquors, nar-
3609 cotics or drugs; attempted suicide, self-inflicted injuries or results therefrom; or injuries received while engaged in an unlawful act.

(25) The Benefits herein provided do not apply to any disease, conditions, deformity, infirmity or accidental injury which existed at the time the employee came under the protection of this contract.

(26) The Association shall not be required to bear the expense of surgery or plastic surgery for old disabilities or disfiguring injuries.

(27) The benefits herein provided do not apply to sicknesses, diseases or injuries which are compensable under any applicable workmen's compensation law, industrial insurance law or voluntary insurance contract issued to the employer.

(28) Any complications or conditions arising as a result of a sickness, disease or injury for which an employee is receiving benefits hereunder shall be considered a part of the original sickness, disease or injury and not as a separate and distinct cause.

(29) The fees to be paid by the Association for services and care of the employees hereunder shall be comparable with the usual fees paid by the State Industrial Accident Commission for like services and care, and it shall be optional with the Association to make such payments to the employee or to the doctor, hospital or other party rendering the service; it being understood, however, that the Association's responsibility is to the employee.

(30) The obligations and liability of the Association to any employee or other person under this contract are limited to the exercise of reasonable care in desig-
3610 nating doctors, hospitals or other parties required in the treatment and care of the employees.

(31) It is mutually agreed that employees while absent from ..... shall be entitled to the benefits of this contract for accidental injuries and acute sickness covered by this contract. It shall,

however, be the duty of the employee, or someone in his behalf, in case of serious accident or serious illness to promptly notify the Association thereof by telephone or telegraph at the Association's expense. The Association will have one of its designated physicians or surgeons, or representatives, call on said employee and if feasible and mutually agreeable, employee shall be moved to .... or Portland, at Association's expense.

(32) In consideration of the benefits herein provided, the Employer agrees to pay to the Association on or before the 10th day after payments have been deducted from the employee's wages the amount of such deductions, which are as follows:

Three Dollars ($3.00) per month for each and every employee of the Employer employed at the place hereinbefore mentioned, who began his employment on or before the fifteenth day of the preceding calendar month and was employed four or more days in said month;

One Dollar and Fifty Cents ($1.50) for each employee who began his employment after the fifteenth day of the preceding calendar month and was employed four or more days in said month;

3611 Ten Cents (10¢) per day for each employee who shall have been employed three days or less in the preceding calendar months; which dues shall compensate only for acute sickness or injury coming under this contract occurring on the days worked, in the case of new or temporary employees, and receipts issued to such employees shall state the exact dates the employee worked.

(33) The Employer shall not be required to pay to the Association the fee for the current month for any person who, upon entering the employment of the Employer, shall hold a hospital ticket entitling him to medical, surgical and hospital accommodations, or the expense thereof, in any hospital association in Oregon or Washington.

This exemption in the payment of dues shall apply only to the month in which such employee begins his employment with the Employer. It is mutually agreed between the parties hereto that the Association shall not be required to bear the expense of the services stipulated herein for any accidental injury received or for any sickness contracted by any such employee during the period

for which the Employer is exempted from paying dues, it being the intent that for such injury or sickness said employee shall apply for hospital and medical services, or the expense thereof, to the hospital association represented by the hospital ticket he holds.

(34) Where an employee is away from his employment because of sickness or injury he shall not be required to continue payments in order to receive benefits to which he is entitled for such sickness or injury under this contract. Such employee's name, however, shall be continued
3612 on the employer's monthly list to the Association with the words "sick leave" added thereafter. After he recovers from such injury or sickness but fails to return to work, the Association shall in no wise be responsible for any new injury or sickness he may incur unless and until he shall resume employment and be included on said employer's monthly list as a contributing employee.

(35) It is further agreed and understood by and between the parties hereto that in case any employee for whom the Employer has paid to the Association the dues for any calendar month or payroll period, or has deducted such amount from the wages due such employee in settlement of same, shall leave the employ of the Employer before said calendar month or payroll period shall have expired, he shall be entitled, notwithstanding such fact, to all the benefits provided by this agreement during such period of time for which dues are paid.

(36) This is a payroll deduction of all the employees of the .....; However, any employee may reject the coverage of this contract at the time the contract is entered into, or at the time of his employment, if entering after the date of said contract, by giving written notice to the Employer of his desire to do so, or having been under such a contract, by giving written notice thirty (30) days in advance of its anniversary date. It shall be unlawful for the Employer to retain any portion of the wages of any employee who has filed such notice for rejection, and such employee shall not be entitled to any of the benefits of this contract; provided, that any employee who has filed such notice of rejection shall, by withdrawing his rejection, and sub-
3613 ject to acceptance by the Association in writing, have the right to come under the coverage of this contract at a future date to be agreed upon with the As-

sociation. A list of the names of the employees who wish to reject this coverage shall be furnished the Association from the effective date of this contract. Any employee whose name is not included in the regular employee list of dues payable, at the time such list is furnished the Association by the Employer, shall be deemed to have rejected the Association's services, and shall not be entitled to any of the benefits hereunder.

(37) This agreement is entered into pursuant to the provisions of Chapter 344, Oregon Laws 1941, as amended by Chapter 298, Oregon Laws 1945, and all moneys collected from the employees by the Employer or retained from the employee's wages hereunder are subject to the provisions of said law, and the Employer promises to promptly pay over to the Association all moneys so collected or retained as by said law required.

(38) Notwithstanding the provisions of any other clause in this contract, it is understood and agreed that if any employee suffers illness or personal injuries through the willful or negligent acts or omissions of a third person or persons for which such third persons are legally liable, the Association shall not be liable to bear the expense of any of the benefits to the employee for which it would otherwise be liable; provided, however, that if the said person or persons so legally liable shall fail or refuse to assume the costs and expenses of any care required by the employee on account of such illness or injury, the Association will bear the expense of the services which it would 3614 otherwise bear under this contract, and in such case the Association shall be subrogated to all rights or causes of action of the employee against such third person or persons to the extent of any cost or expenses that are assumed or paid by the Association for the employee's account. The employee shall not make settlement or release with such third person or persons or waive right of action against him in whole or in part without the previous written consent of the Association, and if the employee does so without such consent he shall be liable to the Association for any costs or expenses it has assumed or paid for the employee on account of such illness or injury.

(39) This contract, or a copy hereof, shall be left open for inspection by the employees at any reasonable time.

(40) It is mutually agreed that this contract may be terminated without notice by the Association for nonpayment of dues.

(41) The Employer will allow the Association or its agents to examine its payroll for the purpose of checking the employees of the Employer.

(42) The Association shall have the right to alter the provisions of this agreement and/or to adjust the consideration hereof to meet changing conditions or improved methods and practices in the treatment of sickness or injury. Notice of any such change shall be given to the Employer at least thirty (30) days prior to the date the change is to become effective.

3615 (43) It is further understood and agreed that this contract shall remain in full force and effect for the period of one year from the date hereof; but it may be sooner terminated by either party by giving the other party written notice of its election to terminate. If such written notice is given, this contract shall terminate on the 31st day after the receipt of such notice by such other party.

IN WITNESS WHEREOF, The parties hereto have executed this agreement, in duplicate, the day and year first above written.

PRUDENTIAL HOSPITAL ASSOCIATION

By .....
President

Attest: .....
ASSOCIATION

.....

By .....
EMPLOYER

Plaintiff's Exhibit 107

3617 ENDORSEMENT TO MEMBERSHIP CERTIFICATE

FORM B

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED that in consideration of the payment of Service Plan's charge for

the following services, in advance, the Service Plan shall furnish the member such service by a duly licensed doctor of medicine when rendered during hospitalization as provided for in the attached membership certificate not to exceed the amounts listed herein and subject to the terms hereinafter provided, while the said membership certificate and this endorsement are effective:

SURGICAL AND OBSTETRICAL SERVICE SCHEDULE

Abdomen

Cutting through abdominal wall for diagnosis, treatment or removal of organs in abdominal and pelvic cavities (unless otherwise specified below) $125

* * * * *

Plaintiff's Exhibit 108

3620 THIS AGREEMENT, Made and executed this ..... day of ....., 194..... by and between NORTHWEST HOSPITAL SERVICE PLAN, a corporation, hereinafter called "Service Plan", and ....., hereinafter called the "Employer",

WITNESSETH:

That Whereas, the Service Plan is a corporation duly licensed and authorized under the laws of the State of Oregon to sell hospital service upon a prepayment basis; and

Whereas, the employer is desirous of purchasing such hospital service for its employees, their wives, and families by means of payroll deduction;

NOW, THEREFORE, IT IS HEREBY PROMISED AND AGREED by and between the parties as follows:

ARTICLE I.

DEFINITIONS:

That when used in this contract:

(a) The word "member" includes the certificate holder, spouse, and unmarried children entitled to receive hospitalization under the terms of this agreement.

(b) The term "participating hospital" means any hospital which is, at the time of the execution of this contract, a

party to the Inter-Hospital Agency Contract entered into with the Service Plan.

(c) "Physician" means any physician authorized to practice in the hospital to which the member is admitted for hospital service.

(d) "Rate" means the amount charged the certificate holder for his hospital service certificate.

(e) The term "hospital service" means receiving a member into a participating hospital and furnishing the following accommodations and services only during such time as the member is under the treatment and care of a physician:

1. Bed and board, and general nursing service in wards, except that private room accommodations shall be furnished for a period of not to exceed thirty days when the attending physician deems necessary.

2. Operating room service, including anesthesia when administered by a salaried employee of the hospital.

3. Routine clinical laboratory service, including all laboratory services except examinations requiring animal inoculations.

4. Drugs and dressings as follows:

a. Drugs shall include all drugs listed in the United States Pharmacopeia, the National Formulary, and the New and Non-Official Remedies; biologicals and solutions.

b. Dressings shall consist of all surgical dressings and will include all dressings and supplies used, such as gauze, cotton, and various fabrics and solutions.

5. Diagnostic X-ray service.

6. Basal metabolism tests.

7. Electrocardiograms.

This definition includes maternity services, including care of deliveries, miscarriages, and abortions when the member requiring the same has been enrolled for ten consecutive months preceding the admission date. It does not include any of the foregoing services unless rendered to one who is regularly admitted to a hospital as a bed patient; it does not include hospitalization of industrial

injuries or diseases to the extent the member can
3621 obtain the same without cost to him by compliance with laws enacted by any Federal, State, or Municipal legislative body, nor hospitalization obtained without cost by the member from any governmental agency, nor hospitalization for communicable diseases, mental or nervous diseases, for pulmonary tuberculosis, acute alcoholism, narcotic addition, or for disease or injury caused by epidemic, war, or public disaster.

ARTICLE II.

RATES AND FORFEITURES:

* * * * *

ARTICLE III.

SERVICE BENEFITS:

(a) Any employee certificate holder is entitled to hospital service from any of the participating hospitals as needed within any twelve-month period for a total period of 111 days, and the spouse or dependent children of certificate holders, when members, to such service for a period of 21 days, except that hospitalization for malignant neoplasm and for cardiovascular and renal disease shall in all cases be limited to a period of 21 days.

(b) Both the member and the attending physician agree to conform to the rules and regulations of the hospital to which the member is admitted, including those governing admissions, and types and scopes of hospital service furnished by it.

(c) The member shall present his card of identification when applying for hospital service.

(d) If a member applies for admission to a participating hospital hereunder, but all beds available for such hospital service are filled, the member agrees temporarily to accept accommodations of a different classification, or if all beds of such participating hospital are occupied, the member agrees to accept a bed for such service in another participating hospital to be selected by the member, having such a bed available. If a bed for such service is not available in any other participating hospital, the member agrees to accept accommodations of a different classification, in a partipating hospital to be selected by the mem-

ber, until a bed for such service is available in such participating hospital, at which time the member agrees to be moved into such bed. If for any reason none of the participating hospitals can provide the services for the member specified in this agreement, such member may obtain the services from a non-participating hospital under the emergency provisions of paragraph IV hereof. If such services can not be obtained by the member in a non-participating hospital as authorized in this paragraph, then the Service Plan will refund to the certificate holder a sum equal to the amount of the unearned portion of the monthly charge under the service certificate.

(e) If a member shall desire hospital accommodations which are more expensive than those for which he has contracted, as specified in his application, he
3622 may have such accommodations, if available, by paying to the participating hospital to which the member has been admitted, the difference between the established room rate charged by the participating hospital for the type of room service contracted for and the established room rate of the more expensive accommodation which the member desires.

(f) The participating hospital has no right to select a physician for the member and nothing herein contained shall interfere with the professional relationship between the member and the physician selected by the member.

(g) No person other than the member is entitled to any benefits under this contract. It is not transferable, and shall be forfeited if the member attempts to transfer it, or aids or attempts to aid any other person in obtaining any benefits under it.

Article IV.

Emergency:

If, in case of emergency, a member is admitted to a non-participating hospital, the Service Plan will pay to the hospital to which the member is admitted the hospital's regular charges for the services to which the member is entitled, as provided in paragraph III above, not to exceed $5.00 per day for a period not to exceed 21 days during any year.

ARTICLE V.

GENERAL CONDITIONS:

(a) The certificate is executed by the Service Plan as agent for the particular hospital (being one of the hospitals as herein referred to) selected by the member and to which he shall be admitted as provided for herein, and upon admission to a hospital under the provisions of this certificate, all duties, liabilities, and responsibilities of all the other participating hospitals arising out of or in connection with the particular hospital service for which the admission has been taken shall forthwith cease and terminate, and nothing herein contained shall confer upon the member any claim, right, action, or cause of action either at law or in equity against the Service Plan.

The authority of the Service Plan to act as agent of the participating hospitals in executing this certificate is conferred upon the Service Plan under and by virtue of a certain contract known as the "Inter-Hospital Agency Contract", copy of which is on file and available for public inspection at the office of the Service Plan.

(b) All service certificates shall be on printed forms and no agent or member of the Service Plan is authorized to vary or change the form or content of such certificate in any manner other than to make necessary and proper insertions in blank spaces. Each service certificate shall run for a period of one year after the date of its execution; provided, however, it may be renewed in the manner provided in sub-paragraph (c); it shall be subject to the right of any hospital to withdraw as a participating hospital in the manner provided for by the Inter-Hospital Agency Contract.

Any notice herein provided for shall be conveyed and shall be deemed to have been received by the certificate holder or member after the same is deposited in the United States mail with postage prepaid, addressed to the certificate holder or member named in the application, and the Service Plan if the same shall be so mailed to its principal office at Portland, Oregon.

(c) This certificate shall constitute an agreement for one (1) year from the date of execution, and thereafter shall automatically be renewed from month to month, however, unless either party gives to the other written notice of election to terminate the same thirty (30) days prior to any expiration date.

Plaintiff's Exhibit 109

3624 PACIFIC HOSPITAL ASSOCIATION

FULL COVERAGE CONTRACT

THIS AGREEMENT MADE and entered into this ..... day of ....., 19....., by and between PACIFIC HOSPITAL ASSOCIATION of Eugene, Oregon, party of the first part, hereinafter spoken of as THE ASSOCIATION, and ..... party of the second part, hereinafter known as Second Party.

WITNESSETH:

THAT THE ASSOCIATION for the consideration hereinafter named hereby agrees to furnish all necessary medical, surgical and hospital service for the employes of the SECOND PARTY, in its operations in Lane County, Oregon. Such care and treatment shall be as defined and limited in the following numbered sections:

I. HOSPITAL CARE: Shall include the following:

(a) All necessary hospital attention for sickness, accidents and operations, together with medicines and dressings and medical and surgical attendance until the patient is able to leave the hospital, not exceeding a period of six months for any one sickness or injury, except that in case of any employe injured while on duty, it is agreed that he is to receive first aid treatment, together with transportation, medical and surgical attendance and hospital accommodations as set forth in Section 6628, Oregon Laws, and in conformity with the rules and regulations of the State Industrial Accident Commission.

(b) X-ray Diagnosis and Clinical Laboratory service as directed by the attending physician or surgeon.

(c) PHYSICAL THERAPY: Including massage, ultra violet, electrotherapy, hydrotherapy, phototherapy and galvanism as directed by attending physician.

(d) Service of a private nurse in the hospital in those cases of such critical nature as to require such nurse, in the judgment of the attending physician.

(e) All surgical operations necessary in order to provide efficient surgical service for employes of second party, including anesthetics, operating room and assistants.

(f) Hospitalization under this contract shall be the best of ward service, according to the standard requirements of Class "A" hospitals in this section of the State of Oregon.

(g) Nursing, both private and general, shall be by graduate nurses only.

(h) Private rooms will be provided by THE ASSOCIATION whenever, in the opinion of the attending physician, the welfare of the patient requires such. Should the patient, of his own accord, desire a private room, same will be provided upon payment to the hospital, the additional cost thereof.

II. CLINIC CARE: Shall include the following:

(a) TONSILS: THE ASSOCIATION will furnish operation for the removal of tonsils by a staff specialist together with twenty-four hour hospital care. Such services shall only be furnished to employes who have been covered under this contract for a period of six months or longer.

(b) THE ASSOCIATION will provide necessary medical and surgical service, and hospital care when in the opinion of the attending physician such is necessary, in cases of apoplexy, paralysis, Cancer and Tuberculosis, provided such care shall not continue for a period longer than
3625 two months in any one case, and provided further that such condition has not existed prior to the date when employe comes under this contract. When such condition results from some acute cause arising while in the employ of the Second Party, service shall be given regardless of the time of employment.

(c) CHRONIC CONDITIONS: THE ASSOCIATION will provide medical and surgical care and such other benefits of this contract as may be required, in cases of chronic disease of any present employe of the Second Party, where such disease takes on acute activity. This would apply to such illness as chronic appendicitis, Chronic gall bladder disease and heart conditions. This provision will not apply to employes beginning work after the date of this contract until their employment has continued at least six months. Benefits under the provisions of this clause shall be limited to two months for any one sickness or attack.

(d) DENTAL SERVICE: THE ASSOCIATION will provide dental service as follows: Treatment for tooth-ache and

all acute conditions affecting the gums and extraction of diseased teeth that are causing acute pain. Where an employe requires treatment for some condition for which diseased teeth are the exciting cause, necessary x-ray films will be made and extractions done, provided these are recommended by the attending physician.

III. NON HOSPITAL SERVICE:

(a) CONTAGIOUS DISEASES: THE ASSOCIATION agrees to give all necessary treatment and medicines to cases of contagious disease at their homes or in an isolation ward, it being understood that the quarantine, transportation and disposition of all such cases must be subject to public health laws and officers.

(b) MEDICAL SUPPLIES: THE ASSOCIATION agrees to provide at the places designated by the Second Party, a supply of medicines for the treatment of simple cases of sickness and dressings suitable for first aid in case of wounds, and to furnish with these directions as to the use of the same.

(c) AMBULANCE SERVICE: THE ASSOCIATION shall provide transportation by ambulance from any point which may be reasonably reached by such conveyance, of patients so severely wounded or so seriously sick as to necessitate the same. Calls for Ambulance service must be first authorized by the ASSOCIATION.

(d) NON HOSPITAL CASES: THE ASSOCIATION agrees to provide treatment, dressings, and medicines for such non-hospital cases as may present themselves at a staff doctor's office with an order for treatment from the Second Party, at convenient or regular office hours.

(e) HOME SERVICE: THE ASSOCIATION agrees to treat employes in their homes should they be detained there by serious illness or injury, where it is impossible for them to present themselves at a doctor's office, and in such cases, they shall be entitled to medicines and dressings but not to services of a nurse.

IV. PARTICIPATION OF EMPLOYER:

It is further agreed that the proprietor or any employe of the Second Party who is engaged in non-hazardous employment and who does not for himself nor the Second Party on his behalf, contribute to the State Industrial Accident Fund may at his option, elect to enjoy the benefits of this hospital contract upon the contribution of two

dollars, ($2.00) per month, which is to cover and include treatment for injuries incurred in regular work or otherwise and for sickness, under the foregoing terms applied to other workmen.

V. EMERGENCIES:

In the event of an emergency which might, in the
3626 opinion of the superintendent or foreman of Second Party or in the opinion of any one acting instead of and for said superintendent or foreman, require immediate first aid attention and no physician of THE ASSOCIATION is available, the superintendent or foreman or whoever is acting in his stead, shall call the nearest available doctor to take care of such emergency, but any further service shall be given only upon authorization of THE ASSOCIATION, and THE ASSOCIATION shall bear any reasonable expense connected with the calling of such outside physician.

VI. SUPERVISION OF HEALTH AND SANITATION:

The staff of PACIFIC HOSPITAL ASSOCIATION is to cooperate with the sanitary engineer and other authorities of the Second Party as well as with the employes of the same in all reasonable efforts at sanitation of plants and homes and in safe-guarding the health of all employes.

VII. CONSULTATION:

Where consultation is reasonably necessary in cases of sickness or injury of employes, in the hospital or elsewhere, treated by any member of the staff of THE ASSOCIATION, then some other member of the staff shall respond to such call for consultation.

VIII. LIMITATION OF SERVICE:

(a) It is understood and agreed that THE ASSOCIATION is not to take trivial cases into the hospital and is to be the final judge as to whether a patient is well enough to be discharged from the hospital or from treatment. Question of eligibility for treatment or for admission to the hospital is to be determined by what any reasonable and prudent man would do or require in case he was paying directly for like service. The hospital service under this contract is to be provided at the Sacred Heart General Hospital, Eugene, Oregon, unless by special arrangement with THE ASSOCATION.

(b) It is understood that in all cases not specifically provided for in this contract, hospitalization shall be limited to six months, and all other benefits to twelve months for any one sickness or injury.

(c) It is further understood and agreed that the medicines furnished by THE ASSOCIATION shall be limited to those prescribed by the attending physician, and shall not include those given for their food value or vitamin content, nor the glandular products such as insulin and liver extracts.

(d) It is understood and agreed that injuries received by the employes of the Second Party, while on duty, are not covered by this contract. Such injuries shall be treated by THE ASSOCIATION under the provisions of and at the expense of the State Industrial Accident Commission.

IX. LIMITATIONS AS TO DISEASE AND HABITS:

It is further agreed that the ASSOCIATION is not to treat nor shall the benefits of this contract apply to the following diseases or conditions: Insanity, pregnancy and childbirth, diseases peculiar to women, chronic disease of the prostate in men, veneral disease or direct consequences of the same, results from the use of intoxicating liquors, narcotics or drugs, any sickness or personal injury occuring prior to the date an employe enters the employ of the Second Party, injury received in the violation or attempted violation of the laws, nor to accidents where a third party is legally and financially responsible.

X. SPECIAL PROVISIONS:

3627 XI. CONDITION FOR MAINTAINING COVERAGE:

Should the Second Party allow the monthly dues as specified in Section 12 hereof to become delinquent, THE ASSOCIATION may at its option refuse or condition any or all services under the terms of this contract.

XII. IN CONSIDERATION WHEREOF, the Second Party agrees to collect two dollars ($2.00) per month from each of its employes and to pay the same to THE ASSOCIATION on or before the tenth (10th) day of the following month. In case an employe begins work after the fifteenth of the month, then one dollar ($1.00) only is to be collected from him to be paid to THE ASSOCIATION. Provided: that in no case shall a new employe be required to pay a sum in excess of ten cents (10¢) per day for the first three days of his employment.

It is definitely understood and agreed that payments under this contract shall be due on the first day of the month following the month for which they apply, and shall be payable on or before the tenth (10th) day of said following month. For purposes of auditing the payrolls of the Second Party, THE ASSOCIATION shall, upon request, have access to the payrolls of the Second Party at all reasonable times.

IT IS UNDERSTOOD AND AGREED that the workman's contribution of one cent (1¢) per day to the State Industrial Accident Fund is to be deducted from the above mentioned monthly dues of $2.00.

VIII. It is further understood and agreed by and between the parties hereto that this contract shall remain in full force and effect for a period of one year from date; and, thereafter for such period of time as either or both of said contracting parties shall so desire and shall perform the duties herein specified. This contract cannot be cancelled by either party without sixty (60) days' notice in writing to the opposite party.

XIV. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their authorized officials this ..... day of ....., 19.....

PACIFIC HOSPITAL ASSOCIATION

.....

.....

Plaintiff's Exhibit 110

3628 PACIFIC HOSPITAL ASSOCIATION

Supplemental Group Family Surgical, Limited Medical, Obstetrical and Hospital Service Agreement

This supplemental agreement, made and entered into this ..... day of ....., 19....., by and between Pacific Hospital Association, hereinafter called the Association, and ....., hereinafter called the Employer, shall constitute a rider to the group employe Medical and Hospital Service Agreement dated ....., 19..... and currently in effect, or hereafter to be in effect, between the Association and the Employer.

Witnesseth: That the Association for and in consideration of the sum or sums of money paid to it by the Employer, within the time or times hereinafter mentioned, hereby agrees to make available to all family members (not otherwise subject to the Association coverage) of each employe, who is covered under the original group employe contract and who subscribes for coverage for his family members on the basis stipulated herein from time to time during the life of this supplemental agreement, as occasion demands, and/or bear the expense thereof to the extent hereinafter stipulated, surgical services, medical services for hospitalized cases, treatment of fractures and dislocations, obstetrical care, hospital services in ward rooms, meals and dietary services in hospitals, general nursing care in hospital cases, use of hospital operating rooms and other benefits as stated hereinafter.

I. SURGICAL, LIMITED MEDICAL AND OBSTETRICAL CARE FOR FAMILY MEMBERS SHALL INCLUDE THE FOLLOWING SERVICES:

a. SURGICAL SERVICE FOR MAJOR AND MINOR OPERATIONS involving cutting or incision, performed in or out of a hospital, shall be provided for the treatment of coverable illness or injury.

b. MEDICAL SERVICE FOR CASES REQUIRING HOSPITALIZATION shall be provided for the treatment of coverable illness or injury during the period fo coverable hospitalization.

c. TREATMENT OF FRACTURES AND DISLOCATIONS, including X-rays in suspected fracture and dislocation cases, shall be furnished at a physician's office or at a hospital.

d. THE ASSOCIATION SHALL DEFRAY THE COST OF POST-NATAL AND OBSTETRICAL SERVICE rendered by a cooperating staff physician up to a maximum of fifty dollars ($50.00) in any coverable case. Such payment is intended as an "allowance" in the event that the total cost of professional post-natal and obstetrical services should exceed the above stipulated amount in any such case.

II. HOSPITAL CARE FOR FAMILY MEMBERS SHALL INCLUDE THE FOLLOWING SERVICES:

a. Care in a room of three or more beds.

b. Meals and dietary services.

c. General nursing care.

d. Use of operating rooms.

e. Delivery room service in maternity cases.

f. Anesthesia.

g. Surgical and anesthetic supplies.

3629 h. Routine splints, casts and dressings.

i. Routine laboratory examinations in hospitalized cases up to but not in excess of ten dollars ($10.00) per hospital admission.

j. Diagnostic X-ray service for family members confined in hospitals.

k. Electrocardiograms and basal metabolism tests.

l. Drugs and medications in hospitalized cases up to but not in excess of ten dollars ($10.00) per hospital admission.

m. Maternity care up to sixty dollars ($60.00).

n. Hospital emergency room care for accidental injuries.

III. SERVICE PREREQUISITES AND LIMITATIONS.

a. In cases which require hospital care all stipulated services shall be furnished to a family member only when said member is a duly registered bed patient in the Sacred Heart General Hospital, Eugene, Oregon, and is under the care of a listed Association physician or surgeon. In coverable cases which do not require hospital care all stipulated services shall be furnished to a family member only when said member is under the care of an Association physician or surgeon.

b. In any case requiring hospitalization hereunder it shall be the duty of the family member to notify promptly the hospital and the attending Association physician that he is an Association family member, and failure to select an Association physician or to notify either the hospital or physician concerning membership in the Association shall be deemed conclusively to be a waiver of all benefits hereunder.

In any coverable case which does not require hospitalization it shall be the duty of the family member to notify promptly the attending Association physician that he is an Association family member and failure to select an Association physician or to notify the attending physician concerning membership in the Association shall be deemed conclusively to be a waiver of all benefits hereunder.

c. The obligation of the Association to provide any of the hereinabove listed services from physicians or surgeons for any coverable case of surgery, fracture or dislocation shall be limited to a period not to exceed six (6) months immedately following the date of original diagnosis of any such case, and this limitation shall apply to any one coverable condition arising from a separate and distinct cause and shall include any and all related complications of such condition. The rendering of medical services hereunder for any other type of coverable case shall be limited to coverable periods of hospitalization, excepting as otherwise provided herein for obstetrical care.

The obligation of the Association to provide hospital care, as defined hereinabove, is limited to a period not to exceed twenty-one (21) days for each particular physical disability arising from a separate and distinct cause. Hospital care will be provided only while a family member is necessarily confined to a hospital as a registered bed patient for the treatment of a coverable condition under the care of an Association physician. Hospitalization shall not be furnished hereunder for a rest cure or for the purpose of diagnosis only.

d. In conditions necessitating hospitalization beyond twenty-one (21) days, the Association will pay or reimburse the costs of hospital care as defined above in an amount not to exceed fifty (50) percent of such costs for a maximum period of not to exceed ninety (90) days immediately following said twenty-one (21) day period.

e. Family members traveling or temporarily outside of the State of Oregon are entitled to reimbursement for the expenses of coverable hospital care obtained outside of the State of Oregon up to a maximum of

six dollars ($6.00) per day for a period not to exceed twenty-one (21) days in any coverable case. The Association liability for emergency professional services coverable hereunder and obtained outside of the State of Oregon (other than hospital services) shall not exceed fifty dollars ($50.00) for any coverable case. Services hereunder are limited to the continent of North America.

In the event that coverable services stipulated hereunder should be obtained by a family member from any Oregon hospital which may require payment therefor direct from the patient involved, then; and in that event, the Association shall be responsible for reimbursement for such service costs only up to a maximum of six dollars ($6.00) per day for a period not to exceed twenty-one (21) days for and coverable case.

f. In addition to services specifically provided elsewhere herein, for certain cases, the Association will defray the cost of hospital emergency room charges for the treatment of accidental injuries, provided the use of emergency room service occurs within twenty-four (24) hours following the time of accident.

g. The Association will defray the cost of post-natal and obstetrical professional service rendered by cooperating staff physicians, to the extent hereinabove specified in paragraph I (d), and will provide hospital care for childbirth to the extent stipulated in paragraph II (m), under the following conditions:

(1) The member must be in a dues-paying two or more person family (including the employe group member) or must be an employe-member under the original employe agreement, and

(2) The maximum liability for professional service to be provided by the Association shall not exceed fifty dollars ($50.00) in cost in any twelve months' period, and

(3) The maximum hospital service to be provided by the Association shall not exceed sixty dollars ($60.00) in cost in any twelve months' period, and

(4) The member requiring such services must have been a member in good standing for at least ten (10) consecutive months immediately preceding her need for such professional and/or hospital care.

h. The Association shall not be responsible or liable to any member if hospitalization is unavailable as a result of epidemic, public disaster or other causes or conditions beyond its control.

i. The following services are expressly excluded and the Association shall bear no liability concerning such services:

3634

* * * * * *

While by its terms this supplemental agreement expires on the thirty-first day of December 19....., it is agreed that unless one party to this supplemental agreement gives to the other, at least fifteen (15) days before the expiration of said period, written notice of its election that the supplemental agreement shall terminate at the said time, it will continue in full force and effect for the succeeding calendar year and thereafter will continue in full force and effect from year to year unless at least fifteen (15) days prior to the expiration of any calendar year one party shall give to the other written notice of its election so to terminate.

* * * * *

Plaintiff's Exhibit 111

3635

FULL COVERAGE AGREEMENT

EUGENE HOSPITAL
& CLINIC
AND

.....

.....

..... 19.....

To

..... 19.....

EUGENE HOSPITAL
& CLINIC
Eugene, Oregon

AGREEMENT FOR SERVICE

No. .....

ISSUED BY THE

EUGENE HOSPITAL
& CLINIC

For the employees of Industrial and Commercial firms in Lane County, Oregon, under the terms and conditions as outlined in this

FULL COVERAGE AGREEMENT

[Emblem]

"Owned and Operated by Local Physicians"

3636

FULL COVERAGE AGREEMENT

THIS AGREEMENT MADE and entered into this ..... day of ....., 19....., by and between THE EUGENE HOSPITAL & CLINIC of Eugene, Oregon, party of the first

part, hereinafter spoken of as THE CLINIC, and .....
..... party of the Second Part, hereinafter known as Second Party,

WITNESSETH:

THAT THE CLINIC for the consideration hereinafter named hereby agrees to furnish necessary medical, surgical and hospital service for the employees of the Second Party, in its operations at .....; Oregon. Such care and treatment shall be defined and limited in the following numbered sections:

1. HOSPITAL CARE: Shall include the following:

(a) All necessary hospital attention for sickness, accidents and operations, together with medicines and dressings and medical and surgical attendance until the patient is able to leave the hospital, not exceeding a period of six months for any one sickness or injury.

(b) X-Ray Diagnosis and Clinical Laboratory service.

(c) PHYSICAL THERAPY: Including massage, ultra violet, electro-therapy, hydrotherapy, phototherapy and galvanism.

(d) Service of a private nurse in the hospital in those cases of such critical nature as to require such nurse, in the judgment of the attending physician.

(e) All surgical operations necessary in order to provide efficient surgical service for employees of the Second Party, including anesthetics, operating room and assistants.

(f) Hospitalization under this contract shall be the best of ward service, according to the standard requirements of Class "A" hospitals in this section of the State of Oregon.

(g) Nursing, both private and general, shall be by graduate nurses only.

(h) Private rooms will be provided by THE CLINIC whenever, in the opinion of the attending physician, the welfare of the patient requires such. Should the patient, of his own accord, desire a private room, such may be selected by the patient at the cash price of $2.00 per day.

2. CLINIC CARE: Shall include the following:

(a) TONSILS: THE CLINIC will furnish operation for the removal of tonsils by a staff specialist together with 24-

hour hospital care. Such services shall only be furnished to employees who have been under this coverage for six (6) months or longer.

(b) THE CLINIC will provide necessary medical and surgical service, and hospital care when in the opinion of the attending physician such is necessary, in cases of apoplexy, paralysis and cancer, provided such care shall not continue for a period longer than two months in any one case, and provided further that such condition has not existed prior to the date that such employees comes under this contract.

(c) CHRONIC CONDITIONS: THE CLINIC will provide such benefits of this contract as may be required, in cases of chronic disease of any present employee of the Second Party, where such disease has taken on acute activity. This would apply to such illness as chronic appendicitis, chronic gall bladder disease and heart conditions. This provision will not apply to employees beginning work after the date of this contract until their employment has continued at least six months. Benefits under the provisions of this clause shall be limited to two months for any one sickness or injury and all services must be rendered by the staff of the EUGENE HOSPITAL & CLINIC.

(d) DENTAL SERVICE: THE CLINIC will provide treatment or extraction for aching teeth. Where an employee, in the opinion of a staff physician, has impaired health definitely due to diseased teeth, X-ray films will be made and extractions done, provided; said employee has been under this coverage for at least twelve months. In no event does this contract provide the cleaning or filling teeth, bridge work, or artificial appliances.

3. NON HOSPITAL SERVICE:

(a) CONTAGIOUS DISEASES: THE CLINIC agrees to give all necessary treatment and medicines to cases of contagious disease at their homes, it being understood that the quarantine, transportation and disposition of all such cases must be subject to public health laws and officers.

(b) MEDICAL SUPPLIES: THE CLINIC agrees to provide a supply of medicines for the treatment of simple cases of sickness and dressing suitable for first aid in case of wounds, and to furnish with these direction as to the use of the same.

(c) AMBULANCE SERVICE: THE CLINIC shall provide transportation by ambulance from any point which may be reasonably reached by such conveyance, of patients so severely wounded or so seriously ill as to necessitate the same. Calls for Ambulance service must be first authorized by THE CLINIC.

(d) NON-HOSPITAL CASES: THE CLINIC agrees to provide medical attention, treatment, dressings, and medicines for such non-hospital cases as may present themselves at THE EUGENE CLINIC, 1162 Willamette Street, Eugene, Oregon, with an order for treatment from the Second Party, at convenient or regular office hours.

(e) HOME SERVICE: THE CLINIC agrees to treat employees in their homes should they be detained there by serious illness or injury, where it is impossible for them to present themselves at THE CLINIC, and in such cases, they shall be entitled to medicines and dressings but not to services of a nurse.

4. PARTICIPATION OF EMPLOYER:

The following officials of the Second Party hereby elect to enjoy the benefits of this contract at the usual rate of ..... each month. For the additional payment of ..... each per month this contract shall provide coverage also for injuries *received on the job.*

.....

5. EMERGENCIES:

(a) Members of the Second Party who may be injured or taken sick while outside the State of Oregon shall be entitled to emergency treatment only by licensed doctors of medicine and standardized hospitals. For such services, THE CLINIC will pay on the basis of the regular rates paid by doctor-owned hospital associations in the State of Oregon, any additional cost shall be the liability of said employee.

(b) It shall be the duty of the injured or ill employee to notify THE CLINIC as soon as possible that he or she is in need of or is receiving medical care. Failure on the part of said employee to give such notice to THE CLINIC shall relieve THE CLINIC from all obligations or liability in connection with any services other than emergency treatment.

(c) THE CLINIC shall not be held liable for the expense of Doctors, hospital service, ambulance service or other

incidentals incurred in Lane County, Oregon, by any member of the Second Party unless such service is rendered by authorized representatives of THE CLINIC.

3637 6. EXAMINATIONS:

(a) Complete physical examinations by a staff physician to determine the cause of illness will be made when the condition of a member of the Second Party indicates its need.

(b) Examinations for insurance, marriage license, pilots license, civil service, health certificate or any other examination where certification by said physician is necessary and are not a part of diagnosis and treatment, are not provided by this agreement.

7. LIMITATION OF SERVICE:

(a) It is understood and agreed that THE CLINIC is not to take trivial cases into the hospital and is to be the final judge as to whether a patient is well enough to be discharged from the hospital or from treatment. Question of eligibility for treatment or for admission to the hospital is to be determined by what any reasonable and prudent man would do or require in case he was paying directly for like service. The hospital service under this contract is to be provided at the Eugene Hospital Eugene, Oregan, unless by special arrangement with THE CLINIC.

(b) It is understood that in all cases not specifically provided for in this contract, hospitalization shall be limited to six months, and all other benefits to twelve months for any one sickness or injury. Such time limitation shall date from the day said patient first consults his doctor relative to said sickness or injury.

(c) It is further understood and agreed that the medicines furnished by THE CLINIC shall be limited to those prescribed by the attending physician and shall not include those given for their food value or vitamin content, nor the glandular products.

(d) It is understood and agreed that on-the-job injuries received by the employees of the Second Party are not covered by this contract. Such injuries shall be treated by THE CLINIC under the provisions of and at the expense of the State Industrial Accident Commission or insurance carrier acting in similar capacity.

8. LIMITATIONS AS TO DISEASE AND HABITS:

It is further agreed that THE CLINIC is not to treat nor shall the benefits of this contract apply to the following diseases or conditions: Insanity, mental instability (neuroses), pregnancy and childbirth, diseases peculiar to women, chronic disease of the prostate in men, venereal disease or direct consequences of the same, result from the use of intoxicating liquors, narcotics or drugs, any sickness or personal injury occurring prior to the date an employee comes under this contract, injury received in the violation or attempted violation of the law or airplane accidents, nor to injuries where a third party is both legally and financially responsible.

9. SPECIAL PROVISIONS:

(a) Complete and modern centralized offices together with laboratory, pharmacy and class "A" hospital accommodations shall be maintained by THE CLINIC at 1162 Willamette Street, Eugene, Oregon.

THE CLINIC shall maintain a twenty-four hour telephone service by which communication can be had with THE CLINIC and medical or hospital aid may be secured at other than regular office hours in emergencies or if urgently needed.

(b) This contract is intended primarily to provide coverage only for employees whose names appear each month on the payroll of the Second Party. However, should an employee of the Second Party become temporarily unemployed for any reason, he may at the option of THE CLINIC continue this protection by paying his dues on or before the 5th day of the month for which said dues apply. Such payment must be made at THE CLINIC OFFICE. This contract does not provide protection to an unemployed employee who has not paid his dues in advance as specified above.

(c) Failure to continue payment of dues while not working does not in any way effect an employee's rights under paragraph (b) Section 7 hereof.

10. CONDITION FOR MAINTENANCE COVERAGE:

Should the Second Party allow the monthly dues as specified herein, to become delinquent, THE CLINIC may at its option refuse or condition any or all services under the terms of this contract.